



**REAL
PROPERTY
MANAGEMENT**

MFE Inc DBA Real Property Management West Valley

13065 W McDowell Rd Suite C107
Avondale, AZ 85382

Tel. (623) 748-7800
Fax (602) 792-0577
www.rpmwestvalley.com

Residential Lease Agreement

This lease is between Real Property Management - West Valley, hereinafter called the Lessor, and Jill Bennett, Michael Bennett, hereinafter called the Lessee.

Street address of unit rented 2515 S. 90th Lane Tolleson AZ 85353.

1. Lessee agrees to lease subject premises for the term of One Year beginning on 01/16/2009 and ending 01/31/2010.

2. The rent is \$1,200.00 plus city rental tax of \$24.0 for a total monthly rental payment of \$1224.0 per month, payable on the 1 day of each month. Rent payments are to delivered by 5pm on the due date by mail or hand delivery to our office located at:

**13065 W. McDowell Road
Suite C107
Avondale, AZ 85392**

3. If the day of the month falls on any day other than Monday through Friday or a national holiday, rent shall be paid on the last business day prior to the first. Late fees for past due rent shall include an initial fee equal to 5% of the past due rent on the 4th late date and \$20.00 day thereafter. A \$50 charge will be assessed for each returned check. A bounced check will be considered late. Rent must be paid by certified funds - a Money Order, Cashiers Check, or Credit or Debit Card (no cash or personal checks).

4. If the first monthly installment is for a period other than the full month, the Lessee shall pay \$560.0 plus rental tax of \$11.2 for a total rental payment of \$571.2. The prorated Rent will cover the period beginning from the date of this lease through until the beginning of the first full month.

5. If the rental/sales tax changes during the term of this Agreement, Lessor may adjust the amount of the Rent Due to equal the difference caused by the tax change upon thirty (30) days notice to Lessee.

6. Lessee must stay entire length of lease or all deposits are forfeited. If Lessee vacates unit prior to the end of this lease, Lessee will be responsible for rents and other fees per this agreement through the end of the lease period, or until the unit is re-rented to a qualified lessee, whichever comes first.

7. A non-refundable administration fee of \$150.0 is required. The non administration fee is to establish the Lessee's account.

8. A refundable cleaning and damage/security deposit of \$1050.0 is required. Lessee shall at their own expense and at all times maintain the premises in a clean and sanitary manner including all equipment, appliances, furniture and furnishings therein and shall surrender the same, at termination hereof, in as good condition as received, normal wear and tear excepted. If unit is unclean or damaged, deposit will not be refunded until the costs to correct the condition can be ascertained. If the damage exceeds the amount of the security deposit, Lessee shall pay any remaining amounts due on demand. If the condition is the same as when originally occupied, the refundable deposit will be returned in a timely manner, after final inspection, which will occur after

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property is vacated and keys have been returned to Lessor. Refund of deposit is further subject to:

a. 30 days advance written notice is given to the Lessor giving the specific date the unit will be vacant and cleaned.

b. Carpets must be professionally cleaned, with receipt provided to Manager.

9. In the event that cleaning and repair costs exceed the deposit amount and damage is caused by the Lessee, Lessee will be responsible for the additional cost and paid on demand. Lessee does not have the option to use deposit as rents or fees.

10. Lessor must give 30 days advance notice to Lessee of any pending rent increase after the original lease period.

11. Lessee must notify utility companies of his/her occupancy and responsibility for payment prior to lease start date for the following utilities marked: Electric Gas Water Sewer & Trash Other.

If not done, Lessee will be charged actual utility costs plus a \$50 accounting fee for each late bill received.

12. Lessee hereby acknowledges that Lessor is not responsible for mail keys. Any mail keys provided are solely as a convenience to Lessee and must be returned to Lessor with the house keys. Lessee is to notify the United States Postal Service of his or her change of address prior to move in and to request a mail key. Any charges for changing locks on post office boxes or issuance of post office box keys are for the account of Lessee, and should be considered a private matter between the Lessee and the USPS. If the USPS does not provide a key, Tenants are may call a lock smith to perform that work. Management can provide this service for Tenants, but will be paid in advance of the service being performed. Lessee is strongly encouraged to change the locks in due course to safeguard against potential identity theft.

13. The following conditions may, if violated, be cause for eviction:

a. Creating excessive noises and/or disturbances in or about the building.

b. Failure to keep both inside and outside orderly, including debris, junk cars, etc.

c. Guests are welcome but must not live with Lessee for a period exceeding 2 weeks without written permission from Lessor. Long term guests may be required to complete and application and back ground screen to comply with fair housing laws.

d. Lessor notifies Lessee, in writing, that Lessor is dissatisfied with care of property and Lessee fails to remedy the problem within 7 days of notice.

14. Lessee is not allowed to assign this agreement or sub-lease unit. All persons must fill out an application and be approved by Lessor prior to tenancy. Any person(s) occupying unit without Lessor approval and permission will be subject to eviction. Lessee will be responsible for any damages and rents due to Lessor that result from an unapproved occupancy.

15. Lessee agrees to not attempt to make repairs should they be necessary. In lieu thereof, Lessor will be notified. This applies to painting, changing locks on doors, applying or attaching anything to walls or ceilings that will require corrective maintenance, plumbing or electrical repairs. If necessary repairs are caused by the Lessee, based on the judgment of the maintenance personnel, such repairs are to be paid for by the Lessee. **All requests for repairs need to be in writing, submitted via www.rpmwestvalley.com by selecting repair request, by email to repairs@rpmwestvalley.com or mail or by fax. Requests may be made in person at Lessor's office. A repair request form is also available on the Lessor's website.**

16. If Lessee is found in default of paying rent or other fees, and a collection service is used to collect funds due Lessor, Lessee will pay all collection costs, with or without suit, including but not limited to attorney's fees and court costs. A \$50 charge will be assessed tenant for each 5-Day Pay or Quit Notice or other legal notice served. Tenant Agrees that all payments will be applied to Legal and NSF fees first, ratably to Rent and Taxes secondly, and late fees and other charges after. Late Fees will apply to unpaid rent that was first applied to outstanding fees or rent that is short from not paying the correct amount of taxes.

17. Lessor will be granted entrance to examine property with a minimum of 48 hours of notice to Lessee.

18. Lessee acknowledges and accepts the existing conditions of the unit to be rented as is, except for any

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defects that would be considered a violation of applicable law.

19. Lease will become a month to month lease upon fulfillment of the original lease period, with 30 days written notice to Lessor of Lessee's intent to hold over. If this Lease becomes a month to month lease, Lessee agrees to provide a minimum of 30 days written notice of Lessee's intent to vacate. Lessee hereby agrees that Lessee will make the unit available to be shown to prospective tenants 14 days prior to departure, at a time convenient to Lessee, Lessor, and prospective tenant.

20. Lessee acknowledges and agrees a smoke detector is in place and is operational. Lessee agrees to test the detector at least once a week. If the detector is battery powered, Lessee agrees to replace the battery as needed. If after replacing the battery, the smoke detector does not work, Lessee agrees to inform the Lessor immediately in writing. If the detector is not battery powered, Lessee agrees to inform the Lessor immediately in writing of any malfunction.

21. Lessee acknowledges that landlord insurance does not cover lessee's possessions. At his/her option, Lessee may acquire Renter's Insurance and is encouraged to do so.

22. If Lessee fails to fulfill the terms of their obligations within this Rental/Lease Agreement, a negative credit report reflecting the Lessee's credit may be submitted to a credit-reporting agency.

23. Lessee is is not permitted to have pets in the unit (see pet addendum).

24. Lessee is is not permitted to smoke in this unit.

25. Lessee is is not required to perform the yard care.

26. Lessee is is not required to maintain the swimming pool.

27. Lessee is is not responsible for pest control (if desired).

28. Lessee covenants to indemnify and hold harmless Lessor for and against any and all liability, arising from injury during the term of this lease to person or property, occasioned wholly or in part by any act or omission of lessee, or of the guests, employees, assigns, or subleases of lessee.

29. Lessee will notify Lessor immediately in writing, if he/she joins the military, active/reserve.

30. The following attachments are part of this rental/lease agreement:

Lease Addendum Pet Addendum Inventory Checklist
 Lead-based Paint Disclosure Crime Free Addendum Home Owners Association

31. Lessee acknowledges that a free copy of the Arizona Residential Landlord Tenant Act can be obtained from the Arizona Secretary of State's office.

32. Lessee acknowledges that lessee may be present at the move-out inspection of the property, scheduled at the Lessor's convenience. Request to be present must be made prior to Lessee returning keys (possession being turned over) to Lessor to schedule an appointment.

33. Lessor hereby warrants to Lessee that Lessor is authorized to enter into such contracts on behalf of the owner and that Lessor is an agent for the owner. All notices regarding the property should be addressed to Lessor at the address below.

34. Additional Terms and Conditions: ~~None~~

Tenants will receive 2 weeks free.
with a value of upto \$560



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JTB

Real Property Management

Tenants

Frank X. Jones 1-20-09
Date

Michael Bennett 1/19/09
Date

Joe S. Bennett 1/19/09
Date

Date



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Residential Lease Addendum

This Residential Lease Addendum is between **Real Property Management - West Valley**, hereinafter called the Lessor, and Jill Bennett, Michael Bennett, hereinafter called the Lessee. This Residential Lease Addendum is a material part of the Residential Lease between Lessor and Lessee of even date herewith.

Street address of unit rented: 2515 S. 90th Lane Tolleson AZ 85353

1. Tenants may be evicted if they engage in illegal drug use, sale, manufacture, distribution, or other criminal activity on or near the rental.
2. Guests are not allowed to stay longer than two weeks.
3. Loud parties or other disturbances that infringe upon the peaceful living environment of other residents or neighborhood is prohibited.
4. The Lessees are responsible for the behavior of their guests.
5. Littering in the outdoor areas or common areas related to the premises are prohibited.
6. Vehicles are limited to tenants only and spaces provided. Inoperable and unlicensed vehicles are not allowed to be stored on the premises.
7. Recreational vehicles must follow the guidelines of the home owners association, if any, city ordinances and have a current license.
8. Reckless or careless driving on the premises will not be tolerated.
9. Defacing and/or damaging the rental property is prohibited.
10. If this lease states No Pets, having pets on the premises will be cause for eviction.
11. If this lease states Pets Allowed, not cleaning up your pet feces and allowing the pet to damage the property will be cause for eviction.

Agent/Manager

[Signature]

Date

1/20/09

Lessee/Tenant(s)

[Signature]
Jill S. Bennett

Date

Date

Date

1/19/09

1/19/09



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Crime Free Lease Addendum

This Crime Free Lease Addendum is between **Real Property Management - West Valley**, hereinafter called the Lessor, and Jill Bennett, Michael Bennett, hereinafter called the Lessee. This Crime Free Lease Addendum is a material part of the Residential Lease between Lessor and Lessee of even date herewith.

1. Resident, any members of the residents household or a guest or other person under the residents control shall not engage in criminal activity, including drug-related activity on or near the said premises. Drug-related criminal activity means the illegal manufacture, sales, distribution, use of possession with the intent to manufacture, sell, distribute, or use of a controlled substance (as defined in Section 102 of the Control Substance Act (21 U.S.C. 8023)).
2. Resident, any members of the residents household or a guest or other person under the residents control shall not engage in any act intended to facilitate criminal activity, including drug related criminal activity, on or near the said premises.
3. Resident, any members of the residents household or a guest or other person under the residents control, will not permit the dwelling unit to be used for, or to facilitate criminal activity, including drug-related criminal activity, regardless of whether the individual engaging in such activity is a member of the household or a guest.
4. Resident, any members of the residents household or a guest or other person under the residents control shall not engage in the unlawful manufacturing, selling, using, storing, keeping or giving of a controlled substance as defined in A.R.S. 13-1202, at any locations, whether on or near the dwelling unit premises or otherwise.
5. Resident, any members of the residents household or a guest or other person under the residents control shall not engage in any illegal activity, including prostitution as defined in A.R.S. 13-3211, as defined in A.R.S. 13-105;, and 13-2308, threatening or intimidating is prohibited in A.R.S 13-1202, assault as prohibited in A.R.S 12-1203, including but not limited to the unlawful discharge of firearms, health safety, and welfare of the landlord, his agent or other tenants or involving, imminent serious property damage, as defined in A.R.S 33-1368.
6. VIOLATION OF THE ABOVE PROVISIONS SHALL BE A MATERIAL AND IRREPARABLE VIOLATION OF THE LEASE AND GOOD CAUSE FOR TERMINATION OF TENANCY. A single violation of any provision of the addendum shall be deemed a serious violation and a material and irreparable non-complainer. It is understood that a single violation shall be cause for immediate termination of the lease under A.R.S. 33-1377, as provided in A.R.S. 33-1368. Unless otherwise prohibited by law, proof of violation shall not require conviction, but shall be by preponderance of the evidence.
7. In case of conflict between the provision of this addendum and any other provision of the lease, the provisions of the addendum shall govern.
8. The Crime Free Lease Addendum is incorporated in the lease executed or renewed this day between Resident and Manager.

Real Property Management

Ann Kay

Date

1/20/09

Tenants

Michael Bennett 1/19/09

Date

Jill S Bennett 1/19/09

Date

Date



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Home Owners Association Addendum

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1. Lessee acknowledges that the property being leased is located within a Home Owners Association, and agrees to abide by all covenants, codes, restrictions, and rules of association, according to its filed bylaws and articles with the state of Arizona.
2. Any violations under the Home Owners Association are to be paid for by Lessee. Such violations may include, and are not limited to, fines for trash cans, weeds, poor yard maintenance, street parking, parking on landscaping/rocks, oil spills in drive way, excessive watering of plants, unauthorized decorations and porch furniture etc.
3. The property leased by Lessee is located within the None Home Owners Association, hereinafter called the Association. The Association is can be contacted as follows:

None
None
None

4. Lessee acknowledges that Lessor has no obligation to the Association, or to work with Association on behalf of Lessee. Any issues between the Association and Lessee requiring intervention by Lessor may incur additional charges for the account of Lessee.
5. Lessee covenants to indemnify and hold harmless Lessor and property owner for and against any and all liability, arising from failure to comply with the Association during the term of this lease, occasioned wholly or in part by any action, inaction, or omission of lessee, or of the guests, employees, assigns, or subleases of lessee.

Real Property Management

Ami Kay

Date

1/20/09

Tenants

Michael Bennett 1-19-09

Date

Jill S. Bennett 1/19/09

Date

Date